

National Indian Gaming Commission

SETTLEMENT AGREEMENT SA-08-25

INTRODUCTION

This Settlement Agreement (Agreement) is entered into by and between the Winnebago Tribe of Nebraska (Tribe or Respondent), a federally-recognized Indian tribe, and the Chairman of the National Indian Gaming Commission (NIGC Chairman), relating to the matter contained in the NIGC Chairman's Proposed Civil Fine Assessment No. 08-25.

RECITALS

1. Whereas, the Indian Gaming Regulatory Act (IGRA) authorizes the NIGC Chairman to issue civil fines for violations of the IGRA, National Indian Gaming Commission (NIGC) regulations, or tribal regulations, ordinances, or resolutions approved by the NIGC Chairman under 25 U.S.C. §§ 2710, 2712, 25 U.S.C. § 2713(a)(1).
2. Whereas, under the regulations of the NIGC, 25 C.F.R. § 573.3(a), the NIGC Chairman may issue a Notice of Violation (NOV) to any person for violations of any provision of the IGRA, NIGC regulations, or any provision of a tribal gaming ordinance or resolution approved by the Chairman.
3. Whereas, on November 4, 2008, the NIGC Chairman issued NOV-08-25 for the Tribe's failure to submit timely quarterly statements and requisite fee payments for the Native Star and Iron Horse Casinos for the quarters ending March 31, June 30, and September 30 of calendar year 2008 and the untimely submission of quarterly statements and the requisite fee payments for the WinnaVegas Casino for the quarters ending March 31, June 30, and September 30 of calendar year 2008.
4. Whereas, on December 15, 2008, the NIGC Chairman issued a Notice of Proposed Civil Fine Assessment for Notice of Violation No. NOV-08-25.
5. Whereas, the NIGC Chairman and the Tribe desire to achieve an amicable resolution of the Proposed Civil Fine Assessment No. 08-25.
6. Therefore, the Chairman and the Tribe have agreed to execute this Agreement and perform in accordance with the following covenants and conditions:

TERMS OF SETTLEMENT

7. This Agreement is entered into pursuant to 25 C.F.R. § 575.6(b) and shall be effective upon the date that it is signed by the last party to sign this Agreement (Effective Date).
8. The Tribe agrees that it was required to submit timely quarterly statements and the requisite fee payments to the NIGC for Native Star Casino, Iron Horse Casino, and Winna Vegas Casino for the calendar year 2008.
9. The Tribe agrees that it submitted the quarterly fees for Winna Vegas Casino for quarters ending March 31, June 30, and September 30 the calendar year 2008 to the NIGC in an untimely fashion and that it failed to submit quarterly statement for the Native Star and Iron Horse Casinos for the quarters ending March 31, June 30, and September 30 for the calendar year 2008.
10. The Tribe agrees that the failure to submit timely quarterly statements and the requisite fee payments for its gaming operation(s) is a violation of NIGC regulations.
11. The Tribe agrees to pay a civil fine of thirty thousand dollars (\$30,000), made payable to the U.S. Treasury and delivered to the NIGC. Fifteen thousand dollars (\$15,000) of the fine shall be due within thirty (30) days after the Effective Date of this Agreement.
12. The remaining fifteen thousand dollars (\$15,000) will be forgiven if the Tribe submits the quarterly statements and fees due for the quarter ending March 31 of Calendar Year 2009 in a timely manner. If the quarterly statement or requisite fee payment is not submitted in a timely manner, fifteen thousand dollars (\$15,000) will become payable 30 days after the delinquent quarterly statement or fee payment was due.
13. The Respondent agrees that if it fails to comply with this Agreement the Respondent agrees and consents that a civil fine of forty-five thousand dollars (\$45,000) will become fully due and payable on the date of the Breach, offset by any civil fine that the Respondent may have paid pursuant to this Agreement. In such circumstance, the NIGC will issue a written notice to Respondent pursuant to NIGC debt collection regulations, 25 C.F.R. Part 513. Respondent agrees that the NIGC and/or the U.S. Treasury may proceed with debt collection of the forty-five thousand dollar (\$45,000) civil fine, less any amounts already paid, against the Respondent, and may assess interest, penalties, administrative costs from the date of the breach of this Agreement as provided in 25 C.F.R. § 513.5. In such circumstance, Respondent agrees to waive any rights to an oral hearing under 25 C.F.R. § 513.6, but the NIGC shall provide the Respondent with a reasonable opportunity to submit written material supporting a request to reconsider the

determination that the Respondent is in breach of this Agreement or to challenge the method by which the NIGC calculated the debt.

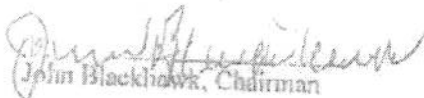
14. The Tribe agrees upon execution of this Agreement to waive the right to further review of matters addressed in this Agreement, including all rights to appeal to the full Commission as set forth in 25 C.F.R. Part 577 and judicial review pursuant to 25 U.S.C. § 2714.

ADDITIONAL COVENANTS

15. This Agreement constitutes the entire agreement between the NIGC Chairman and the Tribe relating to the enforcement matter set forth at the beginning of this Agreement. Any modification or waiver of any term of this Agreement must be in writing and signed by both parties.
16. The Tribe agrees that this Agreement shall be deemed to be the subject of a final order of the NIGC under 25 C.F.R. § 575.9 and a final agency action pursuant to 25 C.F.R. § 577.9(d).
17. The NIGC Chairman and the Tribe expressly agree and acknowledge that time is of the essence in this Agreement. The recitals herein shall be binding upon the parties, their agents, heirs, personal representatives, successors and assigns.
18. The parties agree that after the Effective Date, this Agreement shall be a public document and may be published or disclosed by either party.
19. This Agreement may be executed on one or more counterparts and each shall constitute an original. A signature produced by facsimile shall be deemed to be an original signature and shall be effective and binding for purpose of the Agreement.

Winnebago Tribe of Nebraska

National Indian Gaming Commission


John Blackhawk, Chairman

Date: 1/13/09


Philip N. Hogen, Chairman

Date: 1/14/09